



Founded in 1987, ARX (Algorithmic Research) is a worldwide provider of digital signatures (standard electronic signatures) for financial, commercial, legal, and government sectors. ARX offers a wide range of high-end, state-of- the-art products and services designed to simplify, seal, secure, and accelerate digital transactions anytime, anywhere. The company specializes in designing and implementing quick-to-deploy and easy-to-use digital signature solutions.

ARX's products combine software and hardware components to deliver all aspects of digital signatures, authentication, and encryption products and services for small, medium, and large computing environments. ARX serves a list of ever-growing clients including such diverse realms as government, pharmaceutical, document management, healthcare and commercial.

Using ARX electronic signature and security solutions, companies are able to comply with worldwide regulations and standards, such as HIPAA and 21 CFR PART 11.

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!* [®], a menudriven database system. The INTERNET address GSA *Advantage!* is: GSAAdvantage.gov

Schedule Title: General Purpose Commercial Information Technology Equipment, Software and Services

Special Item No. 132-8 Purchase of New Equipment - FSC CLAssSS7010 - SYSTEM CONFIGURATION

Special Item No. 132-12 Equipment Maintenance FPDS Code J070 - Maintenance and Repair Service)

Special Item No. 132-33 Perpetual Software Licenses – FS CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Special Item No. 132-34 Maintenance of Software as a Service

Special Item No. 132-50 Training Courses - FPDS Code U012

Special Item No. 132-51 Information Technology Professional Services - FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Contract number: GS-35F-0513W

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Contract period - June 28, 2010 to June 27, 2020

Price List current through modification # PA-0009, effective 8-19-2015

ARX, Inc, 221 Main Street, Suite 1000 San Francisco, CA 94105 415.839.8161 ph

www.arx.com

Business size. Small Business

(ii) **CUSTOMER INFORMATION**:

- 1a. **Special Item No 132-51 Information Technology Professional Services** services descriptions and pricing are on page 22.
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.
 - 132-8 Item 101030027 for \$18.94.
 - 132-12 Reserved
 - 132-32 Reserved
 - 132-33 Item 108200015 for \$66.30.
 - 132-34 Item 10888888, 20% of total List price per signer/bund le/module/unit sold/.9925
 - 132-50 Courses 108210316 and 108210317 for \$1,420.65 ea.
 - 132-51 Service # 108000000 for \$1,236.52
- 1c. A description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided See page 22.
- 2. **Maximum order**: \$500,000 for all SINs, except 132-50, which is \$25,000.
- 3. **Minimum order**: \$100.
- 4. **Geographic coverage** (delivery area): *Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic and overseas delivery.

- 5. **Point of production**: San Francisco, CA San Francisco County
- 6. **Discount from list prices or statement of net price**. Prices are net prices.
- 7. **Quantity discounts** None.
- 8. **Prompt payment terms** Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- 9a. Notification that Government purchase cards are accepted at or below the micropurchase threshold Yes.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold Yes.
- 10. **Foreign items** Not applicable
- 11a. Time of delivery –

SIN	DELIVERY TIME (Days ARO)
132-8	30 Days
132-12	7 Days
132-33	30 Days
132-34	30 Days
132-50	Per published course schedule or as mutually agreed
132-51	As mutually agreed with the ordering activity

- 11b. **Expedited Delivery** Not Applicable.
- 11c. **Overnight and 2-day delivery** Not Applicable.
- 11d. **Urgent Requirements** Not Applicable.
- 12. **F.O.B. point**: DEST.
- 13a. **Ordering address**: ARX, Inc, 221 Main Street, Suite 1000, San Francisco, CA 94105.

- 13b. **Ordering procedures**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. **Payment address:** ARX, Inc, 221 Main Street, Suite 1000, San Francisco, CA 94105.
- 15. **Warranty provision** See price list.
- 16. **Export packing charges** Not Applicable.
- 17. **Terms and conditions of Government purchase card acceptance** (any thresholds above the micro-purchase level) No restrictions.
- 18. Terms and conditions of rental, maintenance, and repair See price list.
- 19. **Terms and conditions of installation** Not Applicable.
- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices Not Applicable.
- 20a. Terms and conditions for any other services Not Applicable.
- 21. **List of service and distribution points –** Not Applicable.
- 22. **List of participating dealers** Not Applicable.
- 23. **Preventive maintenance** Not Applicable.
- 24a. **Special attributes such as environmental attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants) Not Applicable.
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/ Not Applicable.
- 25. Data Universal Number System (DUNS) number 187653592
- 26. Notification regarding registration in System for Award Management (SAM) database Yes.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT

(SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

Products are self-installable

- a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
- b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Hardware – 90 days / Extended by payment of annual support and maintenance fees to ARX;

Server Hardware only – 12 months / Extended by payment of annual support and maintenance fees to ARX;

Support and Escalation: US and Canada Time Zones 7am to 7pm, Monday-Friday;

US (866) 327-9754

International 972-3-927-8700 eMail: support@arx.com

Please use ARX's support-request form as it provides us with necessary details of technical issues you may be experiencing (http://www.arx.com/support/supportRequest.php)

- a. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- c. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: ARX, Inc., 221 Main Street, Suite 1000, San Francisco, CA 94105.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

2. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.

- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

3. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

4. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

5. INVOICES AND PAYMENTS

- a. Maintenance Service
 - (1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
 - (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

Software – 90 days.

Warranty - Software (Firmware And Applications)

Program Errors. ARX will use reasonable efforts to fix all reproducible defects that cause a material failure of Product software to function substantially in accordance with the user documentation ("Program Error"). A reproducible defect shall mean a defect that ARX can reproduce using the current version of the software offered by ARX for general commercial availability. Each report of a Program Error must be accompanied by sufficient information to enable ARX to reproduce and verify the Program Error, including but not limited to the input data that generated the Program Error. Once ARX has received all such information, ARX will begin using commercially reasonable efforts to reproduce the Program Error. Remedies may include, without limitation, ARX's instructions for curing the Program Error or delivering a newer version of the software. ARX disclaims any representation or warranty that any or all Program Errors can or will be remedied.

Patches And Updates. ARX will supply at no additional charge, the object code (machine executable) versions of all software Products and firmware incorporated in Products, and all supporting documentation, that are developed by ARX to correct any Program Error (Patches) or improve existing functionality in the Products ('Updates") when they are released by ARX for general commercial availability.

Updates are customarily designated with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1). Customer agrees to promptly install all Updates prior to requesting any further service for Program Errors. In the event Customer reinstates a Support and Maintenance Agreement following a suspension of service, for any reason other than default in payment, Customer may receive all Updates to the Products provided it pays all accumulated support and maintenance fees covering the period of suspension.

Upgrades. ARX will provide Customer with written notice of the pending release of object code (machine executable) versions of software Products and firmware incorporated in Products that are developed by ARX to add functionality or improvements, other than corrections of Program Errors ("Upgrades"). Upgrades are customarily designated by a version number that differs from that of the prior version in the number to the left of the decimal point (e.g. 2.0 vs. 3.0). ARX's notice will include a quotation for the fees and royalties for each such Upgrade, which Customer may accept by submitting a purchase order for ARX's acceptance. ARX's obligation to offer Upgrades applies only to Upgrades that have been released by ARX for general commercial availability. ARX is under no obligation to develop or release any Updates or Upgrades.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (866) 327-9754 (US) (M-F, 7 AM to 7 PM, Pacific time) or 972-3-927-8700 (International) or support@arx.com. for the purpose of providing user assistance and guidance in the implementation of the software.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):
- X 1. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Patches and Upgrades - No charge bug-fix software-patches available via ARX customer support, if annual support and maintenance fees paid to ARX; No charge software updates and reduced rates for upgrades, if annual support and maintenance fees paid to ARX.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

7. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33) Not Applicable

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

CoSign® makes it easy to digitally sign transactions, documents and records by embedding the standard signature technology directly into mainstream business applications. CoSign embeds a signature record that travels with the document for every signature it captures. This Portable Signature Format (CoSign PSFTM) allows anyone to seamlessly verify and retain proof of identity, intent and document integrity without costly, complicated or proprietary software. CoSign keeps your business running smoothly by fully automating and quickly scaling processes at a low cost and with proper controls.

ARX Knowledge Base - http://www.arx.com/support/manuals.php

12. RIGHT-TO-COPY PRICING

None.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class:
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

Mfg	Part #	SIN	Description	GSA	Warranty
ARX	108210316	132-50	CoSign training for user; CoSign training is WebEx based, if the customer requires on-site training, travel and expenses will be added. Lecture combined with live demonstrations and work-out sessions. At the end of the training an evaluation test will be conducted. 1.5 Day course. Minimum students is 2 and maximum is 12. Course held Onsite or remotely via WebEx. Mandatory prerequisite: basic understanding of MS Office.	\$1,420.65	Not Applicable
ARX	108210317	132-50	CoSign training for Administrator; Cosign. Lecture combined with live demonstrations and work-out sessions. At the end of the training an evaluation test will be conducted. Half-day course. Minimum students is 2 and maximum is 6. Course held Onsite or remotely via WebEx. Mandatory prerequisite: basic understanding of MS Office.	\$1,420.65	Not Applicable

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □ COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I − FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-

and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

Senior Software Engineer – Item 108000000, \$1,136.52

Minimum experience: six years of progressive experience in the field of information technology.

Functional Duties: Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analysis and manages their implementation. Manages software development and support using formal specifications and accepted design techniques. Interprets software requirements and design specifications to code, and integrates and tests software components. Estimates software development cost and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

Minimum Education: Bachelor's degree.

Mfg	Part #	SIN	Description	GSA	Warranty
ARX, Inc	10888888	132-34	Maintenance & Service; Annual support and maintenance is calculated at 20% of total price per signer/bundle/module/unit sold	20% of total List price per signer/bund le/module/unit sold/.9925	365
ARX, Inc	101030027	132-8	PrivateCard RSA Smart Card	\$18.94	90
ARX, Inc	102311037	132-8	PrivateServer TM HSM Basic Package v4.7; FIPS 140-2 level 3; key management and network attached HSM for symmetric and asymmetric encryption; one smart card reader and 4 smart cards for administrators and operators. Asymmetric: RSA 1024-4096 bit (PKCS#1, PSS, OAEP, ANSI X9.31), ECDSA (curves 256, 384, 521); Symmetric: AES (16, 24, 32 bytes), 3-DES (2 or 3 key variants), DES; Hash: SHA-256, SHA-384, SHA-512, SHA-1, MD-5, ISO, ARDFP. Basic Capacity - Number of: users 10; keys 10; concurrent sessions 10; RSA- key generation 2/sec; RSA operations 220/sec; symmetric-key generation 50/sec; symmetric operations 50/sec.	\$9,944.58	365

Mfg	Part #	SIN	Description	GSA	Warranty
ARX, Inc	102311038	132-8	PrivateServer™ HSM Enterprise Package v4.7; FIPS 140-2 level 3; key management and network attached HSM for symmetric and asymmetric encryption; one smart card reader and 4 smart cards for administrators and operators. Asymmetric: RSA 1024-4096 bit (PKCS#1, PSS, OAEP, ANSI X9.31), ECDSA (curves 256, 384, 521); Symmetric: AES (16, 24, 32 bytes), 3-DES (2 or 3 key variants), DES; Hash: SHA-256, SHA-384, SHA- 512, SHA-1, MD-5, ISO, ARDFP. Enterprise Capacity- Number of: users 100; keys 100; concurrent sessions 100; RSA- key generation 10/sec; symmetric-key generation 200/sec; symmetric operations 200/sec.	\$14,680.10	365
ARX, Inc	102311039	132-8	PrivateServer TM HSM Pro Package v4.7; FIPS 140-2 level 3; key management and network attached HSM for symmetric and asymmetric encryption; one smart card reader and 4 smart cards for administrators and operators. Asymmetric: RSA 1024-4096 bit (PKCS#1, PSS, OAEP, ANSI X9.31), ECDSA (curves 256, 384, 521); Symmetric: AES (16, 24, 32 bytes), 3-DES (2 or 3 key variants), DES; Hash: SHA-256, SHA-384, SHA-512, SHA-1, MD-5, ISO, ARDFP. Pro Capacity - Number of: users 20,000; keys 200,000; concurrent sessions 1,000; RSA-key generation 34/sec; RSA operations 1,350/sec; symmetric-key generation 2,000/sec; symmetric operations 8,000/sec.	\$23,677.58	365

Mfg	Part #	SIN	Description	GSA	Warranty
ARX, Inc	102311113	132-33	PrivateServer Client/Agent with API for MVS	\$14,206.55	90
ARX, Inc	102311116	132-33	PrivateServer Client/Agent with API for Tandem	\$8,997.48	90
ARX, Inc	102318040	132-33	PrivateServer High Availability Load Balancing Module (price per redundant HSM)	\$3,788.41	90
ARX, Inc	102410472	132-33	PrivateServer Client/Agent with API for Windows (no charge for first 3 licenses)	\$1,420.65	90
ARX, Inc	102420400	132-33	PrivateServer Client/Agent with API for AIX	\$7,103.27	90
ARX, Inc	102430400	132-33	PrivateServer Client/Agent with API for HP UX	\$7,103.27	90
ARX, Inc	102440400	132-33	PrivateServer Client/Agent with API for LINUX	\$3,788.41	90
ARX, Inc	102440500	132-33	PrivateServer EKM Module for MS SQL Sever 2008	\$4,735.52	90
ARX, Inc	102440600	132-33	PrivateServer Module Development Kit for running 3rd party applications inside the HSM (.NET ready)	\$5,682.62	90
ARX, Inc	102440704	132-33	PrivateServer PINSTD Module for Smartcard PIN and Personalization	\$7,576.83	90
ARX, Inc	102450400	132-33	PrivateServer Client/Agent with API for SUN	\$7,103.27	90
ARX, Inc	104020011	132-8	Smart Card Reader with USB Connector	\$33.15	90
ARX, Inc	108200014	132-33	CoSign Signer License (1-200), priced per Signer license	\$132.59	90
ARX, Inc	108200015	132-33	CoSign Signer License (201+), priced per Signer	\$66.30	90
ARX, Inc	108200520	132-8	CoSign®Central FIPS 4U Package v5; FIPS hardware appliance, enterprise server software, E- Pad, 0 signer licenses	\$18,279.09	365
ARX, Inc	108210314	132-33	Laserfiche Web Access Plug- in; provides the ability to sign TIFF files within the Laserfiche repository through Laserfiche's Web Browser interface. Price is a one-time purchase per customer.	\$2,841.31	90

Mfg	Part #	SIN	Description	GSA	Warranty
ARX, Inc	108210315	132-33	3rd Party CA Interface; is a one-time charge associated with the access from CoSign to a non- CoSign 3rd Party CA. This fee does not include any 3rd Party CA services product which the customer may wish to obtain through a 3rd Party CA/PKI vendor.	\$4,735.52	90
ARX, Inc	108210330	132-33	Laserfiche client plug-in; the Laserfiche Client Signature and Workflow plug-in functionality can be used to sign TIFF documents within the Laserfiche repository. Price is a one-time purchase per customer. Priced per LF server.	\$2,841.31	90
ARX, Inc	108210353	132-33	CoSign for Sharepoint module. Priced per SharePoint server.	\$2,841.31	90
ARX, Inc	108210510	132-8	CoSign®Central Enterprise 1U Package v5; Enterprise hardware appliance, enterprise server software, E-Pad, 0 signer licenses	\$8,808.06	365
ARX, Inc	108230302	132-33	CoSign High Availability and Load Balancing (HA& LB) Module provide Hot Backup support and automatic switching between distributed CoSign appliances in the case of a hardware failure or data center outage	\$5,682.62	90
ARX, Inc	108240517	132-33	Batch Signer Module is a Windows-based service enabling batch signing of large volume of files. Includes 1 singer license only.	\$5,682.62	90
ARX, Inc	108210323- Central	132-33	CoSign Central CAC/PIV authentication module	\$4,735.52	90